

# The China Mail.

Established February, 1845.

VOL. XLVI. No. 8657.

號九十月一十年十九日八千一英

HONGKONG, WEDNESDAY, NOVEMBER 19, 1890.

日八初月十年寅庚

PRICE, \$2 PER MONTH.

## Intimations.

## FURNISHING DEPARTMENT.

LANE, CRAWFORD & CO.

Have just received their New Stock of Carpets, Curtains and Furnishing Goods in this season's designs.

### Comprising:

VICTORIAN AXMINSTER PARQUET CARPETS woven in one piece without seam.

WILTON VELVET PILE CARPETS, with Borders and Rugs to match.

BRUSSELS CARPETS in Art Designs and Colourings, with Borders and Rugs to match.

BALMORAL CARPETS in Art Designs and Colourings, with Borders and Rugs to match.

TAPESTRY CARPETS, with Borders and Rugs to match.

A special selection of patterns from \$1.00 per yard.

KENSINGTON CARPETS.—These are inexpensive but most Artistic productions of the English Loom, woven in one piece, without seam, Bordered, Fringed, and reversible; may be had in a variety of Patterns and Sizes.

BRUSSELS AND KIDDER SQUARES Bordered and Fringed; A great variety to select from, can be laid same day as purchased.

*Special note.—All last year's Patterns greatly reduced.*

## CURTAINS.

A SPLENDID SELECTION OF TAPESTRY, CROSS-STRIPED CURTAINS,

4 yds. long, from \$9.00 per pair.

CHENILLE CURTAINS in Exquisite Colourings—Crimson, Gold, Slate, Terra cotta &c., woven in the Curtain, with Border and Dado to match.

JEYPORE CURTAINS.

NATTAM CURTAINS, FRINGED.

KERASUNDA CURTAINS

ORMUDZ CHENILLE CURTAINS

—Also—

*A very large Selection of Nottingham Lace and light fabric Curtains in new styles.*

## TAPESTRIES AND COVERING FABRICS;

A splendid Selection of patterns in Wool, Silk and Wool, and Silk

Tapestries, for Curtains and Covering furniture, double width from \$1.00 per yard.

## ART SERGES, IN ALL THE NEW SHADES,

54 INCHES WIDE, \$1.00 PER YARD.

TAPESTRY AND CHENILLE TABLE COVERS IN EVERY SIZE.

SILK FURNITURE PLUSHES, VELVETS AND ROMAN SATINS IN ALL

THE NEWEST SHADES.

## BLANKETS AND EIDER DOWN QUILTS.

California, Saxony, and Witney Blankets in every size. Eider Down Quilts and

Pillows in a variety of coverings. Every description of

Household Drapery.

## BEDSTEADS AND SPRING MATTRESSES.

LANE, CRAWFORD & Co. have seldom less than 100 Bedsteads in stock of various patterns to suit all purchasers; they have just received a consignment of Elegant Brass and Mother-of-Pearl Bedsteads,

which are now on view.

(IN THIS, AS IN OTHER DEPARTMENTS, WE OFFER THE BEST VALUE OBTAINABLE.)

## SANITARY WOVEN-WIRE SPRING MATTRESSES IN EVERY SIZE,

TO FIT ANY BEDSTEAD.

## BEDDING:

LANE, CRAWFORD & COMPANY'S BEDDING is all manufactured by themselves and guaranteed pure, none but New and First-class Materials being used. Nearly all sizes are kept ready-made in stock and any size can be made on the shortest Notice.

OLD MATTRESSES taken to pieces, purified and re-made.

## FURNITURE.

Every description of Household Furniture, Drawing Room, Dining Room and Bed-room Suites, Cabinets and Overmantels, &c., &c.

Old Furniture re-covered equal to new. Estimates and designs free.

### Our New Stock of

FENDERS, FIRE IRONS, FIRE DOGS, ASH PANS, COAL VASES,  
FIRE SCREENS, NURSERY GUARDS.

LANE, CRAWFORD & Co. respectfully ask intending purchasers to compare the quality and prices of their Goods before purchasing elsewhere.

LANE, CRAWFORD & Co.  
Complete House Furnishers.

Hongkong, November 8th, 1890.

1920

## Business Notices.

### NEW HATS.

CHRISTY'S AND HEATH'S BLACK, BROWN AND GREY FELT HATS.

DOUBLE AND SINGLE TERAI AND OTHER SOFT FELTS.

LADIES' FELT HELMETS, AND BEST ENGLISH-MADE STRAW HATS.

CALCUTTA PITH HATS,

TWEED CAPS.

ROBERT LANG & Co.

Hongkong, July 28, 1890.

## Shipping.

### Steamers.

AUSTRO-HUNGARIAN LLOYD'S STEAM. NAVIGATION COMPANY.

STEAM FOR SINGAPORE, PENANG, COLOMBO, AND BOMBAY.

Having connection with Company's Mail Steamer to ADEN, SUEZ, PORT SAID, TRIESTE, VENICE & MUMBAI.

The Co.'s Steamship

Melbourne, Capt. WALLSOUNG, will

be despatched as above TO-MORROW, the 20th Instant, at Noon, instead of as previously notified, taking Cargo at through rates to CALCUTTA, MADRAS, PERSIAN GULF, BLACK SEA, LEVANT AND ADRIATIC Ports.

Cargo will not be received on board after 3 p.m. prior to date of sailing.

For further information as to Passage and Freight, apply to

DAVID SASOON, SONS & Co., Agents.

Hongkong, November 10, 1890. 1910

SHIRE LINE OF STEAMERS.

FOR NAGASAKI, KOBE AND YOKOHAMA.

The Steamship

Pembroke, Captain DANCASTER, will

be despatched as above about 48 hours after arrival.

For Freight or Passage, apply to

ADAMSON, BELL & Co., Agents.

Hongkong, November 14, 1890. 1910

OCEAN STEAMSHIP COMPANY.

FOR SHANGHAI VIA AMOY.

(Taking Cargo and Passengers at through rates for NINGPO, CHEFOO, NEW CHWANG, TIENSIN, HANKOW and Ports on the YANGTZE.)

The Co.'s Steamship

Hector, Captain BATT, will be

despatched as above on

FRIDAY, the 21st Instant.

For Freight or Passage, apply to

BUTTERFIELD & SWIRE, Agents.

Hongkong, November 14, 1890. 1913

EASTERN AND AUSTRALIAN STEAMSHIP COMPANY, LIMITED.

FOR SYDNEY, MELBOURNE AND

ADLAIDE.

(Calling at PORT DARWIN & QUEENS LAND PORTS, and taking through cargo to NEW ZEALAND, TASMANIA, &c.)

The Steamship

Gattington, Captain DARKE, will be

despatched for the above

Ports on SATURDAY, the 22nd Instant, at 4 p.m.

This Steamer carries an experienced Surgeon and Stewardess.

For Freight or Passage, apply to

RUSSELL & Co., Agents.

Hongkong, November 5, 1890. 1907

SHIRE LINE OF STEAMERS.

FOR YOKOHAMA AND KOBE.

The Steamship

Admiral, Captain DAVIES, will be

despatched as above on or about the 22nd instant.

This Steamer has superior Passenger Accommodation.

For Freight or Passage, apply to

ADAMSON, BELL & Co., Agents.

Hongkong, November 15, 1890. 1958

FOR SINGAPORE, HAVRE AND HAMBURG.

(Taking cargo of through rates to ANTWERP, AMSTERDAM, ROTTERDAM, LISBON, OPORTO, LONDON, LIVERPOOL and BREMEN.)

The Steamship

Ocean, Capt. G. PEPPERSON, will be

despatched for the above Ports on MONDAY, the 24th Inst., at 10 a.m.

For Freight or Passage, apply to

SIEGMESSEN & Co., Agents.

Hongkong, November 17, 1890. 1968

OCEAN STEAMSHIP COMPANY.

FOR LONDON VIA SUEZ CANAL.

The Co.'s Steamship

Taiwan, R. NILSON, Commander,

will be despatched as above on

TUESDAY, the 20th instant, at Noon.

The attention of Passengers is directed to the Superior Accommodation offered by this Steamer. First-class Saloon and Cabins are situated forward of the Engines. Second-class Passengers are berthed in the Poop. A Refrigerating Chamber ensures the supply of Fresh Provisions during the entire voyage. A duly qualified Surgeon is carried.

H. E. WODEHOUSE, Hon. Secretary.

Hongkong, November 17, 1890. 1976

HONGKONG JUBILEE.

## Intimations.

THE LAMAG PLANTING COMPANY, LIMITED.

THE FIRST ANNUAL GENERAL MEETING

of the above Company will be held at the

OFFICES of the General Managers, No.

6, Ice House Lane, on TUESDAY, 25th

Inst., at Noon, for the purpose of reviewing

the Report of the Consulting Committee,

and Statement of Accounts to the 30th

September, 1890.

The Transfer BOOKS of the Company

will be CLOSED from the 18th to 25th

Instant, both days inclusive.

GIBB, LIVINGSTON & Co., General Managers.

Hongkong, November 10, 1890. 1937

## Shipping.

### Steamers.

CHINA NAVIGATION COMPANY, LIMITED.

FOR PORT DARWIN, QUEENSLAND

PORTS, SYDNEY & MELBOURNE.

The Co.'s Steamship

Taiwan,

R. NILSON, Commander,

will be despatched as above on

TUESDAY, the 22nd instant, at 10 a.m.

## Entertainments.

**THEATRE ROYAL,**  
CITY HALL.  
Farewell Performances!  
Farewell Performances!!

**GRACIE PLAISTED'S**  
"MY SWEETHEART"  
COMPANY.

**TO-MORROW EVENING,**  
20th November, 1890,  
BENEFIT  
TENDERED TO  
MISS GRACIE PLAISTED,  
WHEN THE  
"BOHEMIAN GIRL"

will be presented, assisted by  
LEADING AMATEURS OF HONGKONG.

**FAREWELL SATURDAY,**  
FIRST TIME IN HONGKONG,  
Buccolic Comic Opera in 3 Acts,  
"MANTEAUX NOIRS."

**FAREWELL MONDAY,**  
24th November,  
"MARITANA."

**FAREWELL TUESDAY,**  
25th November,  
"MY SWEETHEART."

**FAREWELL! FAREWELL!!**

Box Plan at Messrs KELLY & WALSH's.  
CHAS. HARDING,  
Manager.  
Hongkong, November 19, 1890. 1975

## Auctions.

## PUBLIC AUCTION.

THE Undersigned have received instructions to Sell by Public Auction, on

## SATURDAY,

the 22nd Instant, at Noon, at Messrs. JARDINE, MATHERSON & Co.'s Kerosene Godowns, Wan Chai.

Ex Sea Witch,  
About 20,000 CASES "COMET" BRAND

KEROSINE OIL,

(All more or less damaged by sea water);  
HUGHES & EZRA,  
Auctioneers.

Hongkong, November 14, 1890. 1952

## PUBLIC AUCTION.

THE Undersigned has received instructions to Sell by Public Auction, on

## WEDNESDAY,

the 26th day of November, 1890, at 2 p.m., on the Premises,—

(By ORDER of the MONGATES),

ALL THAT PIECE OR PARCEL OF GROUND,

Situate at YOUNATEE, and Registered in the LAND OFFICE as KOWLOON INLAND Lot No. 216, together with the BUILDINGS thereon.

After which, at the Same Time and Place,

WILL BE SOLD

SUNDAY MACHINERY,

comprising—

LATHING, DRILLING, PLANING and CUTTING MACHINES.

CENTRIFUGAL WHEEL, DONKEY ENGINE and BOILER, PLATE ROLLING MACHINE Tools, &c., &c.

For further Particulars and Conditions of Sale, apply to

J. M. ARMSTRONG,

Auctioneer.

Hongkong, November 17, 1890. 1044

## Intimations.

IN THE VICE-ADMIRALTY COURT OF HONGKONG.

Suit No. 4 of 1890.

DIEGO TORRES AND OTHERS, Plaintiffs,  
against  
THE PERUVIAN SHIP  
SARA MERCEDES.

ACTION FOR WAGES.

FOR SALE—The PERUVIAN SHIP

SARA MERCEDES.

Late a Madre de Wildfire,  
As shown now lies of Yau-nan-ti in the  
Harbour of Hongkong.

245 Tons Register.

Built of Wood in 1868, and Sheathed with  
Yellow Metal.

Dimensions—

127 feet Long.

26 feet Beam.

13 feet Depth of hold,

together with CHAINS, Ropes, Boats, and

all other TACKLE, APPAREL and FURNITURE

now on Board.

Sealed Tender marked "Tender for Ship," will be Received by the Undersigned, until  
Noon, on SATURDAY NEXT, the 22nd November, 1890.

The highest or any Tender will not necessarily be accepted.

TERMS OF SALE.—Cash on acceptance of  
Tender and the Ship with all faults and  
errors of description to be at Purchaser's risk from that time.

For further Particulars, apply to the  
Undersigned, or Messrs DENNYS &  
MOSHER, Solicitors, Nos. 48 & 51, Queen's  
Road Central.

F. A. HAZELAND,

Martial of the Vice-Admiralty  
Court of Hongkong.

Hongkong, November 15, 1890. 1060

THE CHINA-BORNEO COMPANY,  
LIMITED.

NOTICE is hereby given that the AD-

JOURNED Ordinary Annual MEET-

ING of SHAREHOLDERS in the above

Company will be held at the HONGKONG

HORN, on SATURDAY, 23rd Instant, at

Noon.

GIBB, LIVINGSTON & Co.,

Agents.

Hongkong, November 10, 1890. 1036

## Business Notices.

**HONGKONG TRADING COMPANY, LTD.**  
(LATE THE HALL & HOLTZ CO-OPERATIVE COY., LTD.)

FOR EVENING PARTIES.

RECEPTIONS.

DINNERS.

BALLS, &c.

COSTUMES.

FANS, SHOES.

GLOVES, FLOWERS.

SILK HOSIERY, &c.

**HONGKONG TRADING COMPANY, LTD.**

37 & 39, QUEEN'S ROAD CENTRAL.

1949

To-day's Advertisements.

DEPARTURES.

November 10.—

Kong Benj, for Bangkok.

Hutson, for Swatow.

Marie, for Haiphong.

Laju, for Amoy.

Japan, for Singapore and Calcutta.

Nankang, for Amy.

Gurnam, for Bangkok.

Fritsøe Nansen, for Whampoa.

PASSNGERS.

ARRIVED.

Per Singapore, from Bangkok, 2 Chinese,

and 2 Japanese.

Per Fritsøe, from Hoihow, 40 Chinese.

Per Nizam, from Bombay, 11 Chinese.

Per Haiphong, from Coast Ports, Messrs

Forrest, Skinnerhouse, Hartwell, Petersen,

Mr and Mrs Palmer, 1 European, and 265

Chinese.

Per Taiyuan, from Australia, Messrs

Thompson, Brown, Baker, Miss Thompson,

and 168 Chinese.

Per Hector, from Liverpool, &c., Mr

Hall, and 250 Chinese.

Per Nanjing, from Bangkok, 9 Chinese.

Per Haiphong, from Haiphong, Mr Louis

Pila, and 40 Chinese.

DEPARTED.

Per Kong Beng, for Bangkok, 10 Chinese.

Per Hutson, for Swatow, 3 Europeans,

and 300 Chinese.

Per Marie, for Haiphong, 25 Chinese.

Per Laju, for Amy, 230 Chinese.

Per Japan, for Singapore, 9 Europeans,

and 222 Chinese.

Per Nankang, for Amy, 200 Chinese.

To Fritsøe.

Per Nial, for Singapore, Mr. and Mrs.

Captain Sommer, will be

despatched for the above

Ports on FRIDAY, the 21st Instant, at

Daylight.

For Freight or Passage, apply to

DOUGLAS LAPRAIK & Co.,

General Managers.

Hongkong, November 10, 1890. 1930

DOUGLAS STEAMSHIP COMPANY,

LIMITED.

FOR SWATOW, AMOY AND TAMSUI.

The Co.'s Steamship

Hector.

Capt. GODDARD, will be

despatched for the above

Ports on FRIDAY, the 21st Instant, at

Daylight.

For Freight or Passage, apply to

GEO. R. STEVENS & Co.,

Agents.

Hongkong, November 10, 1890. 1931

STEAM TO STRAITS AND BOMBAY.

(Calling at COLOMBO if sufficient  
indemnity offered.)

The P. & O. S. N. Co.'s

Steamship

Niam.

Captain C. GADD, will

be despatched for the above

Ports on SUNDAY, the 23rd Instant, at

Daylight.

For Freight or Passage, apply to

E. L. WOODIN,

Superintendent.

P. & O. S. N. Co.'s Office.

Hongkong, November 10, 1890. 1932

DAKIN'S EMULSION OF PURE  
GOD LIVER OIL.

FOR Phthisis, Colds, Coughs, Scrofula,

Diseases of Children, and General  
Diseases.

This Emulsion is prepared on a

large scale by means of the most improved

machinery and with the purest ingredients.

It is guaranteed to contain 50 per cent.

of the finest N. American Cod Liver Oil.

It is sweet and pleasant to the palate, and

easily borne by the most delicate stomach, and

is equal in every respect to any similar pre-

paration sold, and at about half the price.

12-oz. Bottles ..... \$1.00.

Per dozen ..... \$10.00.

DAKIN

You a Government Officer did nothing to prevent the sale of Afat?—No.  
Did you ever threaten to shoot Angan?—No, never.

You carry on a rather exorbitant money-lending business?—I have lent you money. (Laughter).

How many money-lending cases has Mr Webber acted for you in during the last two years?—About three, I think.

Mr Smith—I have M<sup>r</sup> Webber's ledger here and I find nine cases mentioned in it. I read them, but I don't wish to mention names.

His Lordship—In that case you must be bound by the answer.

M<sup>r</sup> Smith—Very well, my Lord.

Cross-examination continued—Mr Webber did a good deal of business for me. He is owing me \$100. I lent you \$5000 and I lent Mr. Webber \$1500. I did not pay you \$500. I suppose Mr. Webber paid it. I gave the money to Mr. Webber. I did not say the money was not mine and that I was acting for a Chinese contractor named Tung King. I transferred the promissory note for this money to Tung King. After Mr. Webber left the colony I had it retransferred to me. I have been paid the \$100 and interest. I am not aware that the Government has anything to do with this case. The Surveyor General has not spoken to me. I was suspended from duty during the investigation of the charge brought against me. After acquittal I was reinstated.

By Mr. Ward—I had spoken to you very seldom before the occasion on which you made the charge of rape. I never had any difference with you. I remember you once calling me "Cock per Cent." I took no notice of that. On the first hearing of Webber's bankruptcy case I was called up to you that you would spend a thousand dollars to get Webber struck off the rolls. I don't remember one of the reporters calling me Shylock or asking me if I was not actuated with a pound of flesh. On the second hearing of the bankruptcy matter you said to me, "If you insist on making Webber a bankrupt, and forcing Mr. Fraser Smith to pay that money, I will have you in Gaol before a month." I am sure those were the words you used. I said "What the devil do you mean?" I think the \$5,000 and interest had been paid into Court at that time. I met you again on the steps of the Court and asked you to repeat what you had said to me before a witness. You then charged me in presence of a witness with committing rape on a little girl and seducing a whole family. I said "You're a lying little son of a bitch, and if you come down to Happy Valley I'll leave you there." I have not complained with Mr. Van Eps to shoot you.

By Mr. Francis—I considered I had complaints against Mr. Webber as a solicitor.

By his Lordship—I have nothing to do with scolding the woman Angan out of the place. It is nine years ago since I was charged with using a revolver. It was a case of accident and I was acquitted. There was no truth whatever in the statement made in the Police Court that I had packed up my things preparatory to leaving the colony. There was no foundation whatever for any such statement.

By Mr. Fraser Smith (through the Court)—I had never any difficulty with a servant of Mr. MacKinnon.

Judith Goulbourn, wife of William Goulbourn, clerk in the Surveyor General's department, said—I gave evidence at the Police Court in connection with the charge against Mr. Minchinnett. I don't know when he was arrested. I know Mr. Ward. Before the Police Court case Mr. Ward came and asked me something about the child Afat. The only thing I said to him was that the child was dead. Mr. Ward was living in our boarding house. While he was there I gave him no information about the girl Afat. The last time I saw Afat is about two years ago.

By Mr. Ward—I don't remember your saying to me that you had heard something about Minchinnett of a nature which you could not discuss with me. You asked me if I could tell you where the girl Afat was. I said she was dead, and you remarked that you had heard so yourself. We used to live near Minchinnett. About three years ago Angan told me she had to send away the child Afat because Minchinnett had disgraced it. I never spoke to Minchinnett about having done this. The child was then between six and seven years of age. Angan told me shortly afterwards that the child was dead. Aching, one of the girls living with Angan, was turned out of the house. Angan told me this was because Mr. Minchinnett seduced her.

By Mr. Francis—I called at your office last Saturday afternoon, and told you that Angan was leaving the colony by the Namae. One of the girls who lived with Angan told me this. I believe Angan has left the colony.

By Mr. Ward—Up to Saturday last Angan lived near my house in Queen's Road East. I have not been to see whether she is still there. I did not see anything of what Angan told me took place between Mr. Minchinnett and Afat. I never told anybody that I had.

By his Lordship—it was about six o'clock on Saturday evening when I went to tell Mr. Smith that Angan was leaving the colony. I cannot say why it was that I went and gave this information. I did not tell Mr. Ward this also.

This concluded the case for the prosecution.

Mr. Fraser Smith submitted to his Lordship that there was no evidence either direct or inferential of criminal conspiracy to lay before the jury.

His Lordship said this was some evidence of a purely inferential kind, and if the case were left as it stood he should certainly put it to the jury.

Mr. Ward, in addressing the jury, denied that there was any truth in the suggestion that he had any personal interest in the proceedings between Mr. Minchinnett and Mr. Fraser Smith. He also denied that there was anything in the nature of criminal conspiracy in what had been done by Mr. Fraser Smith and himself. He had heard Mr. Minchinnett state in the Court at the first hearing of the case of Webber's bankruptcy that he would spend a thousand dollars to get Webber struck off the rolls, and he said to him that if everything was known about him (Minchinnett) he would be in gaol within a month. (Mr. Ward) had nothing to do with the bankruptcy proceedings and had no interest in stopping them. He fully believed then as he did still, the truth of the accusation he made against Minchinnett. The day that he made the accusation he mentioned the matter to Mr. Fraser Smith, who said he thought it was his duty to place the matter in the proper hands, and it was because he had reason to believe that Minchinnett would try to escape that he consented to swear an information against him.

Mr. Fraser Smith, addressing the jury, said that if he were alone in the case he should not dare to address a single word to them in defence of the charge. It was so utterly absurd, so utterly unfounded, so utterly outside the pale of belief, that he would have treated it with silent contempt and allowed the ignominious breakdown on the part of the prosecution to have spoken for itself. But he was not alone;

he had a colleague, Mr. Ward, charged with the same grave offence, and it was on that ground alone that he addressed the jury. They were charged with conspiring, combining and confederating together falsely to charge one John Minchinnett with a certain crime, that of feloniously ravishing a Chinese child.—Mr. Ward in addition was charged with having sworn a false information against the said Minchinnett. The law of conspiracy was not an ornament to the English statute book; it was a many-edged sword which cut many ways; but it was the law, and as such they must take it. It was very concisely defined by Archbold. There must either be an unlawful act or a lawful act done by unlawful means. He contended that neither Mr. Ward nor himself had done any unlawful act, nor had they used unlawful or illegitimate means in carrying out what was a lawful act. He must confess, and a little fault to find with the legal propositions laid before the jury by Mr. Francis. He thought so far as his knowledge of the law went that it had been laid down very fairly and in a way any sensible man would understand. On the issue he disagreed with the learned counsel—the question of whether proof of the allegations made justified the action taken by Mr. Ward and himself. Mr. Francis laid it down that if you had no legitimate cause to believe the truth of the deposition taken by the Magistrate I ask you if you do not think that the Magistrate was fully justified in discrediting that charge?

The Chief Justice—I may say there is not the least evidence of rape; there is evidence perhaps of indecent assault.

Mr. Francis—Mr. Smith's attitude in regard to the case is shown by the fact that he reported the charge afterwards in his paper and asserted falsely that the evidence of Angan had been corroborated to a very considerable extent. Mr. Smith stated that his connection with the case caused when he put the matter in the hands of the Registrar General, but even if that were so, it would not be sufficient to support a case.

It was solely from their motion, from their influence from their character and position that the charge was ultimately brought into court. Against Minchinnett there was only the evidence of Angan, and that is not corroborated in the least degree of the grave charge that was brought. You must take into consideration the state of knowledge of Mr. Ward and Mr. Fraser Smith when they endeavoured to set the authorities in motion, because it was they committed the offence. Mr. Smith says absolutely nothing about it except what Mr. Ward had told him, and to base action on that was the greatest possible mistake.

Mr. Smith says he consulted his solicitor. That may be true, but he did not call his solicitor to prove it. He has called Inspector Quincey, who was unable to give him the least additional information. What was the basis of Mr. Ward's information?

He had heard rumours which according to him had been circulating in the Colony for several months, originating with this Chinese woman and possibly with Mrs. Goulbourn. He did not hear the rumour direct from Angan and Mrs. Goulbourn stated positively that it was not from her. Because Minchinnett had attacked Mr. Webber, as he himself said it, he charges Minchinnett with rape. What corroboration had he of these rumours? He says he went to see Mrs. Goulbourn. The date he saw her and spoke to her is not altogether clear. It does not appear that it was after the statement was made. It might have been any time during the three months he was living there. When he did speak to her, he only learned that she had heard something of the rumours but was unable to give any corroboration. Now, gentlemen, were these two men authorised, as common-sense reasonable men, whether they be regarded as directors of public newpaper or not, in acting in the determined way they did on the face of these mere rumours? They tried to gather some support from Mr. Mitchell-Innes and General Gordon. Major-General Gordon, in consequence of the statement made and of the allegation made by Mr. Ward that Mr. Minchinnett was likely to run away, and the raising of suit-probability order served on him while proceedings went on in chambers, the result of which was that these articles were handed over to the execution creditor and afterwards sold by auction. It was after all that Minchinnett dated to attack Mr. Webber, as he charges him, to charge him with rape.

What corroboration had he of these rumours? He says he went to see Mrs. Goulbourn. The date he saw her and spoke to her is not altogether clear. It does not appear that it was after the statement was made. It might have been any time during the three months he was living there. When he did speak to her, he only learned that she had heard something of the rumours but was unable to give any corroboration. Now, gentlemen, were these two men authorised, as common-sense reasonable men, whether they be regarded as directors of public newpaper or not, in acting in the determined way they did on the face of these mere rumours? They tried to gather some support from Mr. Mitchell-Innes and General Gordon. Major-General Gordon, in consequence of the statement made and of the allegation made by Mr. Ward that Mr. Minchinnett was likely to run away, and the raising of suit-probability order served on him while proceedings went on in chambers, the result of which was that these articles were handed over to the execution creditor and afterwards sold by auction. It was after all that Minchinnett dated to attack Mr. Webber, as he charges him, to charge him with rape.

The Chief Justice—What about the proceeding in Chambers? That is a much Court business as a suit held in public.

Mr. Fraser Smith said he was just about to explain to the jury. On the 8th of December 1888 Mr. Webber negotiated a loan for him with Minchinnett, or rather with a Chinaman whom Minchinnett said he was acting. That promissory note was afterwards made into joint promissory note as Webber had at the same time borrowed \$1,500. He could not accurately recollect how it was worded but he knew that the interest was 12 per cent, per annum, and further he knew and had documentary evidence to prove that time after time he failed to settle this account and was always presented from time to time by Minchinnett as agent for Mr. Webber, having difficulty in finding \$1,500. Minchinnett got judgment against him for \$5,000, permission being given to defend the remainder of the amount claimed. A ch qo was given to him to pay the amount on the same day and the writ of execution was issued after that cheque was paid. That was the whole history of his financial business with Minchinnett. It had been urged that he conspired with Mr. Ward and concocted the false accusation against Minchinnett. He must first bear in mind that this was a criminal prosecution and that defendants were liable to give testimony on their own behalf in the witness-box and were placed at a considerable disadvantage. The form of indictment used corresponded with the one laid down in the text-book. At all events the allegation was that on the 30th August he inspired with the object of injuring Minchinnett and that in consequence of that he brought this disgraceful libel against him and further that Ward went to the Police Court and laid the information. Counsel set forth a number of points from which they might infer the existence of conspiracy. The first instance was the procedure of Ward throughout the course of a bankruptcy case. That Ward did a most improvident act, the object of which was to get rid of and if the intention of the judge had been carried out to the fact that he was endeavouring to influence a witness who was to give evidence in the Court, he would have found himself in a very strange position. It was a grave insult to the Court. But Minchinnett did not inform his legal adviser and no action could be taken. Then Ward charged Minchinnett openly and according to his own statement followed up by going to Mr. Fraser Smith. He told the latter he said Minchinnett was a dangerous person and asked Ward to reduce his statement to writing, which he did. That seemed an important point in one respect, as it is almost the only direct evidence connecting Mr. Ward with the action of Ward at the Police Court. Ward drew up that statement and it was signed by Angan. Mr. Smith had attached his own hand-writing at the top and the foot of that paper being written on the type of paper. That statement was presented by him to Mr. Mitchell-Innes and to General Gordon, Superintendent of Police. By General Gordon it was taken into the Magistrate's Court, and according to General Gordon's statement, in which he thought a great deal of attention ought to be paid, Mr. Ward on being called to sign the information had great reluctance to sign, and it was only when it was pointed out by the Magistrate's clerk that the words "I charge" were necessary before the Magistrate was likely to give a warrant that he consented to put his name to it. This may be remanded in view of Ward and in favour of the whole case. There were then the newspaper extracts containing statements that went to show malice. But that was only one of the elements of

the case. The real fact they had to decide was whether these two men put their hands together to start the prosecution. Did Ward, with the acknowledgement or tacit consent of Mr. Smith lay the information or was he a pure volunteer? If he was instructed by my superior I would do my best. I was instructed by General Gordon to investigate the case. She told me something similar to what she said in the Police Court afterwards. I and Inspector Stanton went to the house No. 6, St. Francis Street, where the officer said he had been sent to attend to what was to be done. I last night was told that the witness Angan was in the next cabin and that they were going to Amoy.

Mr. Francis, in replying for the prosecution, said—There are only two or three points in the defence to which I shall call the attention of the jury. Those points are that the witness Angan and her daughter "Chop Dollar" were there. General Gordon said I might go though not officially. I saw "Chop Dollar" and she told me Angan was in the next cabin and that they were going to Amoy.

Mr. Francis—Mr. Smith's attitude in regard to the case is shown by the fact that he reported the charge afterwards in his paper and asserted falsely that the evidence of Angan had been corroborated to a very considerable extent. Mr. Smith stated that his connection with the case caused when he put the matter in the hands of the Registrar General, but even if that were so, it would not be sufficient to support a case.

It was solely from their motion, from their influence from their character and position that the charge was ultimately brought into court. Against Minchinnett there was only the evidence of Angan, and that is not corroborated in the least degree of the grave charge that was brought. You must take into consideration the state of knowledge of Mr. Ward and Mr. Fraser Smith when they endeavoured to set the authorities in motion, because it was they committed the offence. Mr. Smith says absolutely nothing about it except what Mr. Ward had told him, and to base action on that was the greatest possible mistake.

Mr. Smith says he consulted his solicitor. That may be true, but he did not call his solicitor to prove it. He has called Inspector Quincey, who was unable to give him the least additional information. What was the basis of Mr. Ward's information?

He had heard rumours which according to him had been circulating in the Colony for several months, originating with this Chinese woman and possibly with Mrs. Goulbourn. He did not hear the rumour direct from Angan and Mrs. Goulbourn stated positively that it was not from her. Because Minchinnett had attacked Mr. Webber, as he charges him, to charge him with rape.

What corroboration had he of these rumours? He says he went to see Mrs. Goulbourn. The date he saw her and spoke to her is not altogether clear. It does not appear that it was after the statement was made. It might have been any time during the three months he was living there. When he did speak to her, he only learned that she had heard something of the rumours but was unable to give any corroboration. Now, gentlemen, were these two men authorised, as common-sense reasonable men, whether they be regarded as directors of public newpaper or not, in acting in the determined way they did on the face of these mere rumours? They tried to gather some support from Mr. Mitchell-Innes and General Gordon. Major-General Gordon, in consequence of the statement made and of the allegation made by Mr. Ward that Mr. Minchinnett was likely to run away, and the raising of suit-probability order served on him while proceedings went on in chambers, the result of which was that these articles were handed over to the execution creditor and afterwards sold by auction. It was after all that Minchinnett dated to attack Mr. Webber, as he charges him, to charge him with rape.

The Chief Justice—I do not think there is not the least evidence of rape; there is evidence perhaps of indecent assault.

Mr. Smith—I wish to file an affidavit about my consulting with a solicitor.

His Lordship—Very well. The Court is adjourned until tomorrow at noon.

Inspector Quincey said—I remember writing to me on the 30th of August last, asking me to come and see you. I saw you after I returned from Macao, two or three days afterwards, when you showed me the document produced. I read it and said it was an ugly case indeed. I said that if I was instructed by my superior I would do my best. I was instructed by General Gordon to investigate the case. She told me something similar to what she said in the Police Court afterwards. I and Inspector Stanton went to the house No. 6, St. Francis Street, where the officer said he had been sent to attend to what was to be done. I last night was told that the witness Angan was in the next cabin and that they were going to Amoy.

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of taking recreation whch we think is necessary to the well-being of every person, and more especially do we think it necessary to a body of men who are necessarily confined on board their ships for a number of days or weeks as the case may be. When they arrive in port, it is to them a great relief to be able to go on shore to be able to put their feet on land. We are not afraid of our work on board ship, but we like to go on shore when we happen to be in port on Sundays. Many of our body are deeply religious. According to the statement which he placed in the hands of the Register General, he said that Ward should give further information. He should give further information. If they put the authorities in motion, if they agreed to make an affidavit to accomplish their ends, that would be to the advantage of the Chinese object to the well-being of every person, and we believe in "old custom," but the moment innovations are established they fall in with them and take them as a part of everyday life. There is another point in the Committee's report which I wish to refer to and that is this. They practically wish to refer to the custom of Hongkong as a place to which they should be entitled to go on Sunday labour. We can't bear one moment's consideration.

His Excellency—Speaking from my knowledge of other colonies, I think that the mere fact of closing the Custom House has a great effect in interfering with Sunday labour. If it was opened on Sunday and work went on, you would have much the same state of things as here.

Captain Ashton—As far as the general work is concerned, the Harbour Master's office is almost the same as the Custom House.

His Excellency—There is a difference between clearing a ship and loading.

Captain Ashton—if we had a law passed prohibiting Sunday labour—

His Excellency—That is another matter altogether. When a ship comes into port and finds that the doings of the Custom House are closed, and she cannot be discharged without the Customs clearance, that naturally stops Sunday labour. I cannot give you my promise that the Government is prepared to have recourse to compulsory legislation. At the same time, those concerned in the shipping interest, who seriously consider they have a grievance, have their representatives whose opinion and the opinion of those who are in favour of diminishing Sunday labour can no doubt be brought to bear on those who live in England, who feel in regard to the Sunday labour, which we are all agreed on, that it is to the extent that it causes much trouble to us.

## LATE TELEGRAMS.

The following telegrams are from Australian papers brought on by the Tainan which arrived to-day:

The postage between India and Australia will be reduced to 2d., from January next, provided Western Australia consents to the arrangement.

The Queen of Madagascar refuses any longer to recognize the French protectorate. The question is to be submitted to the consideration of an Anglo-French Conference.

Ex-President Leveque denounces the McKinley Tariff Bill as injurious.

Bell four proposes an extension of the repurchase scheme in Ireland, by the addition of thirty million to the ten million previously authorized under the Ashbourne Act, making a total of forty million to be sunk in the purchase of Irish land from the present landlords.

Home, 14th Oct.—The *Reforma*, a semi-official paper, says it is convinced of the resumption, are long, of the negotiations for the delimitation of the frontier.

London, 13th Oct.—The *Daily News* says that Egypt will never be able to re-take the Soudan. The most simple course would have been to allow Italy to take Kassala if she wished to do. The other papers justify Lord Salisbury's attitude in saying that England could not give away a country that did not belong to her.

The ceremony of re-consecrating St. Paul's Cathedral, in consequence of the desecration of the building by a recent suicide therein, was performed yesterday, in the presence of a large concourse, by the Rt. Rev. Dr. Temple, Bishop of London.

Since the repeal of the Socialist Laws in Germany a large number of Socialists have returned to the Empire. The Conservatives party strongly condemn the Emperor for the active part he has taken in obtaining the recall of the Socialist laws.

The action for divorce brought by Captain O'Shea against his wife, with Mr. Farnell, M.P., as respondent, comes on in the middle of Nov. It is expected that it will last a fortnight and some very curious details are promised. Mrs. O'Shea is said to have had great difficulty in obtaining a prominent lawyer to take up her case.

With reference to the report that the Czar, with several of his suite, was injured by the explosion of a dynamite bomb while hunting at Skiernewieki, the *Pester Lloyd*, a leading Austrian newspaper, publishes a statement to the effect that Dr. Hirsch threw a bomb at the Czar, and the explosion resulted in the German General, Wurder, being wounded while the Czar escaped uninjured. Hirsch was arrested.

The *Economist*, in an article published today on the Queensland separation question, states that if separation is granted, Lord Knutsford must adopt measures to efficiently safeguard the existing rights of holders of Queensland bonds who are materially interested in the proposed division of the colony.

## To Let.

## TO LET.

Nos. 7, 9 & 11, SEYMORE TERRACE, NO. 4, OLD BAILEY STREET. OFFICES AND CHAMBERS IN CONNAUGHT HOUSE, Queen's Road Central, OFFICES IN VICTORIA BUILDINGS. 'TUSCOLUM' MAGAZINE GAE. NO. 3, GOVERNS HILL, The Port—FURNISHED.

Apply to DAVID SASSOON, SONS & CO., Hongkong, October 10, 1890. 93

HONGKONG ICE COMPANY, LTD.

## TO LET.

THAT Suite of OFFICES on the First Floor of the Company's Premises in 102 HOUSE LANE, at present occupied by Messrs. Holliday, Wise & Co., with entrance from Queen's Road. Possession from 1st March next. Also.

ONE GODOWN on the GROUND FLOOR, which can be let in connection with the above Office, or separately as desired. For Full Particulars, apply to the MANAGER at the Depot, or to JARDINE, MATHESON & CO., General Managers.

Hongkong, January 27, 1890. 167

## TO LET.

Immediate Possession.

OFFICES at No. 17, PRAYA CENTRAL (above Messrs. DOUGLAS LAPRAK & CO.'s Premises).

Apply to THE HONGKONG LAND INVESTMENT & AGENCY CO., LTD. Hongkong, October 23, 1890. 1678

## TO LET.

THREE HOUSES at Wild Dell Buildings, Wan Chai Road. A BUNGLOW and HOUSE on the Upper Richmond Road.

No. 1 RICHMOND TERRACE, Six Dwellings, English Kitchen, Fowl House, Conservatory, and well shaded Tennis Lawn.

Apply to HENRY HUMPHREYS.

TO BE LET OR SOLD, On favourable terms, with Immediate Possession.

EIGHT HOUSES at MOUNTAIN VIEW, Peak District, near Punnett's Gap. If sold, part of the Purchase money can remain on Mortgage.

Apply to JOHN A. JUPP.

36, Queen's Road Central, Hongkong, October 4, 1890. 1691

## TO LET.

(With Immediate Possession.)

BLUE BUILDINGS.

FIRST FLOOR of No. 1, GROUND FLOOR of No. 2, FIRST FLOOR of No. 3.

Apply to THE HONGKONG LAND INVESTMENT & AGENCY CO., LTD. Hongkong, October 28, 1890. 1806

Not Responsible for Debts.

Neither the Captain, the Agents, nor Owners will be Responsible for any Debt contracted by the Officers or Crew of the following Vessels, during their stay in Hongkong Harbour:

ADM. W. S. S. American barque, Capt. A. D. Field—Order.

DOROTHY, British barque, Capt. A. Cross.

GIBB, Livingston & Co.

JAHN, Peruvian barque, Capt. Maximiano Yanea—Gonsalves & Co.

ST. NICHOLAS, American ship, Capt. G. Carter—Douglas, Lapraik & Co.

## NOTICES TO CONSIGNEES.

## SHIRE LINE OF STEAMERS.

## NOTICE TO CONSIGNEES.

## S. S. PEMBROKESHIRE, FROM HAMBURG, ANTWERP, LONDON, PENANG AND SINGAPORE.

## CONSIGNEES of Cargo are hereby informed that all Goods are being landed at their risk into the Godowns of the Kowloon Wharf &amp; Godown Co., at Kowloon, whence and/or from the Wharves delivery may be obtained.

Consignees will be required to sign a General Average Bond before taking delivery of their Cargo.

Optional Cargo will be forwarded unless notice to the contrary be given before noon to-morrow, 19th instant.

No Claims will be admitted after the Goods have left the Godowns, and all Goods remaining after the 20th instant will be subject to rent.

All Claims against the Steamer must be presented to the Underwritten on or before the 26th instant, or they will not be recognized.

No Fire Insurance has been effected.

Bills of Lading will be countersigned by ADAMSON, BELL & CO., Agents.

Hongkong, November 18, 1890. 1783

## FOR SALE.

## FOR SALE.

## A GOOD MILCH COW and CALF. Apply on Board a.s. Catherina.

Hongkong, November 17, 1890. 1807

## FOR SALE.

## THE SHIPMASTER'S HANDY BOOK, By G. C. ANDERSON, At Moseley's Falconry &amp; Co.'s, Messrs. Lane, Crawford &amp; Co.'s, and Mr. Walter Lane's.

Hongkong, October 21, 1890. 1824

## INSURANCES.

## THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES.

RUSSELL & CO., Agents.

Hongkong, November 14, 1890. 1854

## QUEEN FIRE INSURANCE COMPANY.

No. II of 1882 and VII of 1889 and Notification No. 108 of 1889. It does not extend to Labuan.

5. The *Customs Farm*.—Including the sole right to collect all Import and Export Duties, payable to Government, viz.:—On the East Coast—Ex-ort Duties on Rattan, Gutta, Wax, Birds-nest, Timber, and all jungle and sea produce. Import Duties on Tobacco, Spirits, Salt and Matches. On the West Coast—Export Duties on all jungle and sea produce, the same as for East Coast District. Import Duties on Salt, Spirits, Tobacco, Matches, Iron, Brass and Cloth.

6. The *Blackash Farm*.—Including the sole right to catch shrimps and to manufacture Blackash and/or to license others to catch shrimps and to manufacture Blackash.

7. The *Birds-nest Farm, Darvel Bay*.—Including the sole right to collect the Government Share of 10% on all nests from Madai and Segalong Caves.

A separate Tender must be submitted for each of the above Farms.

Each tender may be for one or more of the following Districts or places, and if the Farm of more than one of the Districts or places mentioned is applied for, a separate Tender should be submitted for each District or place, viz.:—

1. The whole State of British North Borneo, extending from Sipitong River to the north moored in the Harbor of Victoria, and the Colony of Labuan and its Dependencies, as regards the Opium Farm only.

2. The East Coast District from Tanjung Inarutang to Sibuco Bay, including Parav, Lubuk, Sugat, and Sandakan Bays, Kinabatangan, Segama and all rivers within the District.

3. The Simpona District from Simpona to Batu Tenaga.

4. The West Coast District: from Tanjung Inarutang on the North to Sipitong on the south, including Banguey and Balambangan Islands and also the Colony of Labuan as regards Opium only.

5. Kudat District.—From Tanjung Point including all Rivers in Marudu Bay and the Islands of Banguey and Balambangan.

6. Gaya District.—From Sampangmang Point to Banguey River, including Tamassuk, Abai, Ambong, Sulamau, Tuaran, Gaya Bay, Putatan, Papar, Kimun and all Rivers south to and including Banguey.

7. Padas District.—From Kualau Penyu to Sipitong, including Elias, Padasmati, and Padas Basar and all Rivers south to and including Sipitong; also including the Colony of Sipitong as regards Opium only.

8. The Colony of Labuan and its Dependencies.—For the Opium Farm only. Each Tender should state the monthly payments for the year 1891.

Tenders for the Opium Farm for the whole State, and the Co-oy of Labuan or for the East Coast District, and for the Spirit, Pawnbroking, Gambling Restriction and Customs Farms, East Coast or Sandakan, will be received by the GOVERNMENT SECRETARY, Sandakan, on or before 30th NOVEMBER. All Tenders should be under Seal and marked 'Confidential Tender for Revenue Farm.'

Tenders for the Farms for separate Provinces, such as Kudat, Gaya, Padas, Darvel Bay or Labuan will be received by the OFFICER-IN-CHARGE of the Province or Colony on or before 15th of NOVEMBER.

The Government does not bind itself to accept the highest or any Tender.

Each Tender should specify in full the Names, Residences, and occupation of the Persons tendering, and should give similar information as to the proposed securities.

Persons who do not wish to Tender in their own Names may use a number of less than 3 figures; but those doing so should send their true Names with the number used in a separate Envelope marked 'Private' to the Governor at Government House.

All Farms are subject to the Laws and Regulations now in force, or which may from time to time be enacted or issued by Government concerning the same.

Any further information on the subject may be obtained from the Treasurer-General, Sandakan, or from the Officer-in-Charge of the different Districts or Stations and from the Company's Agents in Singapore or Hongkong.

Full Particulars can be obtained at the Company's OFFICES, No. 5, Queen's Road Central.

By His Excellency's Command,

L. P. BEAUFORT, Government Secretary.

A SHELTON HOOPER, Secretary.

Victoria Buildings, Sandakan, 21st September, 1890. 1744

## INTIMATIONS.

## CHINA REVIEW

## BACK NUMBERS

## VOLS. IV. TO XVI.

## FOR SALE AT HALF-PRICE.

NOTIFICATION—No. 600.

## BRITISH NORTH BORNEO AND LABUAN.

## REVENUE FARMS FOR 1891.

THE GOVERNMENT are prepared to receive TENDERS for the following FARMS for 1891:—

*The Opium Farm*.—Including the sole right to import raw or manufactured Opium or consumption in the Colony of Labuan and its Dependencies, and in the State or District of British North Borneo to which the Farm applies, and to pre, are and sell and/or to license others to prepare and sell Opium Drugs.

The Regulations governing the Farm are contained in Labuan Ordinance No. II, of 1873, adopted in British North Borneo, and in Notification No. 111 of 1889.

The Maximum retail price allowed by the Regulations are as follows:—

Tubs.	Chacs.	Hoops.	\$ c.
6	3	0	10.00
3	2	0	5.00
0	6	2	1.00
0	2	9	0.50
0	1	0	0.10
0	0	1	0.02

1 Ball. .... 40 00

2. The *Spirit Farm*.—Including the sole right to import and to sell and/or to license others to import and sell Chinese Wines and Spirituous Liquors of Chinese manufacture and the so right to sell and to issue retail and wholesale licenses to sell all other Wines, Beer and Spirituous Liquors.

The Farm is governed by Proclamations No. VIII, of 1889, and III, of 1888.

3. The *Pawnbroking Farm*.—Including the sole right to keep and/or to license others to keep Pawnbroking Establishments.

The Farm is governed by Labuan Ordnance No. III, of 1863, as amended by Ordinance No. I, of 1872, and Notification No. 131 of 1889.

4. The *Gambling Restriction Farm*.—Including the sole right to keep and/or to license others to keep Gambling houses, and to issue permits to Gamble.

JARDINE, MATHESON & CO., General Managers, Hongkong, October 15, 1890. 1854

## NOTICE.

## HONGKONG FIRE INSURANCE COMPANY, LIMITED.

## ADJUSTMENT OF BONUS FOR THE YEAR 1889.

SHAREHOLDERS are hereby requested to send to this Office a List of their Contributions of Premium for the year ending 31st December last, in Order that the PROPORTION of PROFIT for that year to be Paid as BONUS to CONTRIBUTORS may be arranged. Returns not sent in before the 30th Instant will be made up by the Company, and no subsequent Claims or Alterations will be allowed.

By Order of the Directors,